

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY - 9 AM 10:52
REGION VII
901 NORTH FIFTH STREET
KANSAS CITY, KANSAS 66101
ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

In the Matter of)
)
Lozier Corporation) Docket No. CAA-07-2004-0116
6316 Pershing Drive)
Omaha, Nebraska 68110-1122)
)
Respondent.)
)

CONSENT AGREEMENT AND FINAL ORDER

The United States Environmental Protection Agency, Region VII (EPA) and Lozier Corporation (Respondent) have agreed to a settlement of this action before filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(B)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b), 22.18(b)(2).

FACTUAL ALLEGATIONS

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act, (hereinafter "the Act"), 42 U.S.C. § 7413(d).
2. This Complaint serves as notice that the United States Environmental Protection Agency (EPA) has reason to believe that Respondent has violated the National Emission Standards for Hazardous Air Pollutants (NESHAP), and specifically the National Emission

Standards for Wood Furniture Manufacturing, 40 C.F.R. Part 63, Subpart JJ, promulgated pursuant to Section 112 of the Clean Air Act, 42 U.S.C. § 7412, and that Respondent is therefore allegedly in violation of Section 112 of the Act, 42 U.S.C. § 7412. Furthermore, this Complaint serves as notice pursuant to Section 113(d)(2)(A) of the Act, 42 U.S.C. § 7413(d)(2)(A), of EPA's intent to issue an order assessing penalties for such violations.

3. Pursuant to Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the Administrator and the Attorney General jointly determined that this matter, where the first alleged date of violation occurred more than 12 months prior to the initiation of the administrative action and the proposed penalty is greater than \$200,000, was appropriate for administrative penalty action.

Parties

4. The Complainant, by delegation from the Administrator of the EPA, and the Regional Administrator, EPA, Region VII, is the Director of the Air, RCRA, and Toxics Division, EPA, Region VII.

5. The Respondent is Lozier Corporation, a Nebraska Corporation. Respondent manufactures store fixtures at its facility at 6316 Pershing Drive, known as the North Plant.

Statutory and Regulatory Background

6. Section 112 of the Act, 42 U.S.C. § 7412, grants the Administrator of EPA authority to regulate hazardous air pollutants which may have an adverse effect on health or the environment.

7. The Administrator established emission standards, codified at 40 C.F.R. Part 63, Subpart JJ, for wood furniture manufacturers.

8. Section 111(a)(3) of the Act, 42 U.S.C. § 7411(a)(3), and 40 C.F.R. § 63.2 define a “stationary source” as “any building, structure, facility, or installation which emits or may emit any air pollutant” which has been designated as hazardous by the Administrator of the EPA.

9. Pursuant to 40 C.F.R. § 63.2, “owner or operator” is defined as “any person who owns, leases, operates, controls, or supervises a stationary source”.

10. Pursuant to 40 C.F.R. § 63.2, “affected source” is defined as “the stationary source, the group of stationary sources, or the portion of a stationary source that is regulated by a relevant standard or other requirement established pursuant to section 112 of the Act”.

11. Pursuant to 40 C.F.R. § 63.800, the affected source to which the provisions of the National Emission Standards for Wood Furniture Manufacturers, 40 C.F.R. Part 63, Subpart JJ, apply is “each facility that is engaged, either in part or in whole, in the manufacture of wood furniture or wood furniture components and that is located at a plant site that is a major source.”

12. Section 113(d) of the Act, 42 U.S.C. § 7413(d), as amended by the Civil Monetary Penalties Inflation Rule, 40 C.F.R. Parts 19 and 27, states that the Administrator may issue an administrative order against any person assessing a civil administrative penalty of up to \$27,500 per day of violation whenever, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of the Act referenced therein, including Section 112.

Violations

13. The Complainant hereby states and alleges that Respondent has violated the Clean Air Act and federal regulations, promulgated pursuant to the Act, as follows:

General Allegations

14. Respondent is subject to 40 C.F.R. Part 63, Subpart JJ, since it is an owner and operator of a facility that is engaged, either in part or in whole, in the manufacture of wood furniture or wood furniture components and is located at a plant site that is a major source.

15. Respondent is, and at all times referred to herein, was a "person" as defined at 42 U.S.C. § 7602(e).

16. Respondent is a major source as it emits or has the potential to emit considering controls, in the aggregate, 10 tons per year or more of any hazardous air pollutant or 25 tons per year or more of any combination of hazardous air pollutants.

17. On or about August 2, 2000, an EPA representative performed an Air Compliance Inspection at Respondent's Omaha, Nebraska facility.

18. On or about February 14, 2001 and January 7, 2002, Respondent was issued orders pursuant to Section 114 of the Act requesting information to determine Respondent's compliance with the NESHAPs, Subpart JJ. Respondent responded to the orders on April 27, 2001 and March 27, 2002, respectively.

Count I

19. The facts alleged in paragraphs 14 through 18 are realleged and incorporated herein as if fully stated.

20. Pursuant to 40 C.F.R. § 63.807 (b), the owner or operator of an affected source demonstrating compliance in accordance with 40 C.F.R. § 63.804(f)(1), (2), (3), (5), (7) and (8) are required to submit a compliance status report as required by 40 C.F.R. § 63.9(h) of subpart A (General Provisions) no later than 60 days after the compliance date.

21. Pursuant to 40 C.F.R. § 63.800(e), the compliance date for Respondent was December 7, 1998. The compliance status report was due for Respondent's North Plant on or about February 5, 1999. Respondent submitted its compliance status report of June 29, 2001.

22. Respondent failed to submit a compliance status report within 60 days of the compliance date as required by 40 C.F.R. § 63.807 (b).

23. Respondent's failure to comply with 40 C.F.R. § 63.807 (b) is a violation of Section 112 of the Act, 42 U.S.C. § 7412.

Count II

24. The facts alleged in paragraphs 14 through 23 are realleged and incorporated herein as if fully stated.

25. Pursuant to 40 C.F.R. § 63.803(b), each owner or operator of an affected source shall train all new and existing personnel, who are involved in finishing, gluing, cleaning and washoff operations, use of manufacturing equipment, or implementation of the requirements of Subpart JJ. The affected source is to maintain a copy of the training program with the work practice implementation plan.

26. The operator training program was required to be in place by June 7, 1999.

27. Respondent began its operator training program on or about October 19, 2001.

28. Respondent failed to implement an operator training course by June 7, 1999, as required by 40 C.F.R. § 63.803(b).

29. Respondent's failure to comply with 40 C.F.R. § 63.803 (b) is a violation of Section 112 of the Act, 42 U.S.C. § 7412.

Count III

30. The facts alleged in paragraphs 14 through 29 are realleged and incorporated herein as if fully stated.

31. Pursuant to 40 C.F.R. § 63.803(a), each owner or operator of an affected source shall prepare and maintain a written work practice implementation plan that defines environmentally desirable work practices for each wood furniture manufacturing operation.

32. The plan shall be developed no more than 60 days after the compliance date or on or about February 5, 1999.

33. Respondent implemented its written work practice implementation plan on or about June 29, 2001.

34. Respondent failed to prepare and maintain a written work practice implementation plan by February 5, 1999, as required by 40 C.F.R. § 63.803(a).

35. Respondent's failure to comply with 40 C.F.R. § 63.803 (a) is a violation of Section 112 of the Act, 42 U.S.C. § 7412.

CONSENT AGREEMENT

1. For purposes of this proceeding, Respondent admits the above jurisdictional allegations and neither admits nor denies the above specific factual allegations.

2. Respondent certifies by the signing of this Consent Agreement and Final Order (CAFO) that to the best of its knowledge, Respondent's facility is presently in compliance with all requirements of the National Emission Standards for Wood Furniture Manufacturers, 40 C.F.R. Part 63, Subpart JJ.

3. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above.

4. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorney's fees.

5. Nothing contained in the Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state and local environmental statutes and regulations and applicable permits.

6. Pursuant to the provisions of the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the nature of the violation's Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of Thirty-two Thousand, Seven Hundred and Twenty-five Dollars (\$32,725.00).

7. Without admitting any violation of law, Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the Supplemental Environmental Project. This CAFO shall resolve all violations of the Act alleged herein and all violations of the National Emission Standards for Wood Furniture Manufacturers that could have been alleged herein as to Respondent's North Plant facility as a result of the inspection conducted by EPA on August 3, 2000.

8. Not more than thirty (30) days after the issuance of the executed consent Order, Respondent shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America," in the amount of Thirty-two Thousand, Seven Hundred and Twenty-five Dollars (\$32,725.00), to :

Attn.: Regional Hearing Clerk
c/o Mellon Bank
P.O. Box 360748M
Pittsburgh, Pennsylvania 15251

A copy of the check shall be mailed to:

Kent Johnson
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, Kansas 66101

9. The penalty specified in Paragraph 6, above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

10. Respondent shall complete the following SEP, which the parties agree is intended to secure significant environmental or public health protection and improvements. The SEP consists of the rebuilding of the Reciprocator Line at or near the Wood Shop located at Respondent's North Plant, 6316 Pershing Drive, Omaha, Nebraska, to convert it to the use of water-based paints as described in the proposal dated October 10, 2003 ("the proposal"). A copy of the proposal is attached as Exhibit A and incorporated herein by reference.

11. Respondent will commence the SEP within 30 days of the effective date of the Consent Agreement and Final Order. Respondent will submit an interim status report regarding the project 60 days after the start of equipment installation. Respondent will complete the project 12 months after the project start date. A SEP completion report will be submitted within 90 days after the completion of the project. The SEP completion report will be sent to:

Richard Tripp
Air Permitting and Compliance Branch

Air, RCRA, and Toxics Division
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, Kansas 66101

12. The total expenditure for the SEP shall not be less than \$150,000, in accordance with the specifications set forth in the proposal. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP completion report.

13. (a) In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraph 10 above and /or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 12 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$99,190. The determination of whether the SEP has been completed satisfactorily shall include whether there has been a failure to order, install and/or bring into operation the equipment described in the SEP proposal.

(ii) If the SEP is not completed in accordance with paragraphs 10 through 12 above, but the EPA determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

(iii) If the SEP is completed in accordance with paragraphs 10 through 12 above, but the

Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$10,000.

(iv) If the SEP is completed in accordance with paragraphs 10 through 12 above, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

(b) The determination of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of the EPA. In exercising this discretion, the factors to be considered by EPA include whether the Respondent undertook reasonable, good faith efforts to order, install and bring into operation the equipment described in the SEP proposal within the time frames set forth herein.

(c) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 8 above. Interest and late charges shall be paid as stated in paragraph 14 herein.

(d) Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

14. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury

tax and loan rate in accordance with 4 C.F.R. § 102.13(c). A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 4 C.F.R. §§ 102.13(d) and (e).

15. (a) If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing not more than 10 business days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this Agreement based on such incident.

(b) If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

(c) In the event that the EPA does not agree that a delay in achieving compliance with the

requirements of this Consent Agreement and Final Order has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

(d) The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

16. Notices or demands from EPA to Respondent under the provisions in this CAFO will be sent to:

Patty Greene, Environmental Manager
Lozier Corporation
6636 Pershing Drive
Omaha, Nebraska 68110-1122

with a copy to:

Stephen M. Bruckner, Esq.
Fraser Stryker
500 Energy Plaza
409 So. 17th St.
Omaha, Nebraska 68102

17. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.

18. Each party shall bear its own costs and attorneys fees in connection with the action

resolved by this Consent Agreement and Final Order.

COMPLAINANT:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

2/4/04
Date

By Carol A. Spratlin
William A. Spratlin
Director
Air, RCRA and Toxics Division

2/2/04
Date

By Kent Johnson
Kent Johnson
Assistant Regional Counsel

RESPONDENT:

LOZIER CORPORATION

1/29/04
Date

By Sherril Andrews
Title President

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is hereby ordered to comply with the terms of the above Consent Agreement, effective immediately.

Feb. 9, 2004
Date

Karina Borroneo
~~Robert L. Patrick~~ Karina Borroneo
Regional Judicial Officer

LOZIER CORPORATION
OMAHA, NEBRASKA

SUPPLEMENTAL ENVIRONMENTAL PROJECT PROPOSAL

SUBMITTED FOR SETTLEMENT PURPOSES ONLY

October 10, 2003

1. Project site:

Lozier Corporation
North Plant
6316 Pershing Drive
Douglas County
Omaha, NE 68110

2. Regulatory Information:

The United States Environmental Protection Agency ("EPA"), Region VII, has or soon will file a civil administrative complaint against Lozier Corporation ("Lozier") alleging violations of certain provisions of the National Emission Standard for Hazardous Air Pollutants ("NESHAP") for Wood Furniture Manufacturing Operations, 40 C.F.R. Part 63, Subpart JJ, promulgated pursuant to Section 112 of the Clean Air Act, 42 U.S.C. §7412 (hereinafter "Wood Manufacturing NESHAP"). As explained further below, the Supplemental Environmental Project ("SEP") proposed herein relates to certain wood waste generated in a portion of Lozier's "North Plant" in Omaha known as the "Wood Shop". The Wood Shop is the area of the North Plant involved in the alleged Wood Manufacturing NESHAP violations addressed in EPA's complaint. This SEP proposal is submitted pursuant to the May 1998 EPA Final Supplemental Environmental Projects Policy ("SEP Policy").

3. Project Title:

Low Volume Wood Panel Flat Paint Line – Wood Shop

4. Project Manager:

Patty Greene
Corporate Environmental Manager
Lozier Corporation
6336 Pershing Drive
Omaha, NE 68110
402-457-8497
Patty.Greene@lozier.biz

5. Region VII Contact Persons:

Richard W. Tripp, ARTD/APCO
U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101

Kent Johnson, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, KS 66101

6. Geographical Area to Benefit from Project:

City of Omaha, Douglas County, Nebraska and surrounding area.

7. Type of Project:

This project will result in "pollution prevention" because there will be an overall decrease in the amount and toxicity of emissions released into the air. The amounts of VOCs and VHAPs will both be decreased with a combination of increased use of water-based paint and increased transfer efficiency in the painting process.

8. Project Description:

Lozier has several different methods of painting flat boards, two of which are the reciprocating paint line in the North Plant ("Reciprocator Line") and the hand spray gun booth in the Wood Shop ("Hand Spray Booth"). The proposed SEP project would be to rebuild the Reciprocator Line at or near the Wood Shop and convert it to use water-based paints ("Low Volume Flat Line"). The Reciprocator Line currently uses lacquer and hardboard paints that contain both VOCs and VHAPs. Also, a solvent containing VOCs is used to clean the Reciprocator Line's paint lines. The new Low Volume Flat Line would significantly reduce VOC emissions and eliminate VHAP emissions from the Reciprocator Line.

This conversion would also expand the use of the Low Volume Flat Line to include many products painted at the Hand Spray Booth. The Hand Spray Booth currently uses water-based paints that contain a very small amount of VOCs. However, because the method of painting at the Hand Spray Booth is very inefficient, painting on the Low Volume Flat Line rather than at the Hand Spray Booth would greatly increase transfer efficiency and thereby reduce VOC emissions because less paint would be used to paint the same number of boards.

The initial phase of this project would entail reviewing and researching coating applications, such as curtain, roll, sprayer, etc., for painting a variety of water-based paints on to a variety of wood products. Painted "test" panels would be provided by vendors and reviewed by Lozier for quality and durability. A determination would then be made regarding the most feasible coating application that would meet Lozier's needs. It is estimated that this phase of the project could take three to six months.

Following the initial phase, the second phase would entail purchasing and installing the coating and curing / drying equipment. It is also anticipated that new conveyors, a complete rebuild or replacement of the existing paint booth / oven, and other related equipment would be required. The replacement Low Volume Flat Line would be installed in or near the Wood Shop at Lozier's North Plant in Omaha, Nebraska. It is estimated that this phase of the project could take six months. Therefore, the entire project is estimated to require 12 months, with additional time required if custom equipment must be ordered or unplanned vendor / delivery delays. Section 10 delineates the proposed project budget.

9. Expected Environmental Benefits:

The Wood Shop is the location of the alleged violations of the Wood Manufacturing NESHAP. The new Low Volume Flat Line would be located in or near the Wood Shop and would produce some of the Wood Shop's wood furniture components. The amount of VOCs emitted would be reduced from approximately 34,809 lbs to 656 lbs, and would be a 98% reduction in emissions to produce the same amount of product as produced in 2002. The amount of VHAPs emitted would be reduced from 4356 lbs to zero, and would be a 100% reduction in emissions to produce the same amount of product as produced in 2002. There would also be a 25,308 lb reduction in amount of hazardous waste produced annually, which would be a 100% reduction of the hazardous waste produced by the former Reciprocator Line. The reduced emissions resulting from this proposed project would reduce the overall impact to public health and the environment from the painting processes at the Wood Shop/North Plant.

10. Project Budget:

Estimate for Equipment:

| | |
|-------------------------|--------------|
| Coating Equipment | \$ 50,000 |
| Drying/Curing Equipment | 42,000 |
| Rebuild/New Paint Booth | 10,000 |
| Rebuild/New Oven | 20,000 |
| Additional Conveyors | <u>3,000</u> |
| Estimated Equipment | \$125,000 |

Estimate for Labor:

| | |
|---------------------------------------|---------------|
| Internal Labor (Maint./Prod.6 weeks) | 5,000 |
| Internal Labor (Purchasing 4 weeks) | 3,000 |
| Internal Labor (Engineering 14 weeks) | <u>18,000</u> |
| Estimated Labor | \$ 25,000 |

Total Estimated Cost **\$150,000**

11. Project Schedule:

Project start date: Within 30 days of effective date of Consent Agreement and Final Order.
Interim status report: 60 days after start of equipment installation.
Project completion date: 12 months after project start date
(additional time allowed for vendor /delivery delays)
SEP completion report: 90 days after completion of project.

12. Reporting:

The following reports will be provided: 1) an interim report to show progress of the project after installation is commenced; and 2) a SEP Completion Report to document the expenditures for labor, materials and equipment after completion of the project.

13. Prior Commitments and/or Regulatory Requirements:

Lozier Corporation is not required to perform this proposed SEP by any federal, state, or local law or regulation; nor is Lozier required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or in compliance with other state or local requirements.

14. Statement Regarding Expenditures by Respondent:

No funding has been previously budgeted by Lozier for this proposed SEP, nor is the proposed project funded by grants, donations, low interest loans, or other sources of funding not attributable to Lozier's normal budgetary process. In addition, this proposed SEP is not being submitted as part of any environmental incentive or awards program offered by industry or federal, state, or local government (other than pursuant to EPA's SEP Policy).

15. Additional Information:

None.

IN THE MATTER OF Lozier Corporation, Respondent
Docket No. CAA-07-2004-0116

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

Copy hand delivered to
Attorney for Complainant:


Kent Johnson
Senior Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

Patty Greene, Environmental Manager
Lozier Corporation
6636 Pershing Drive
Omaha, Nebraska 68110-1122

Stephen M. Bruckner, Esq.
Fraser Stryker
500 Energy Plaza
409 S. 17th Street
Omaha, Nebraska 68102

Dated: 2/10/04


Kathy Robinson
Regional Hearing Clerk